



**City of Pompano Beach, Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, Florida, 33060**

**BID H-20-12 -- SALE OF SURPLUS NORTEL MERIDIAN PHONE
SYSTEM**

February 7, 2012

The City of Pompano Beach is currently soliciting bids for the sale of a surplus telephone system. Sealed bids will be received until 2:00 p.m. (local), March 9, 2012, in the Purchasing office at 1190 North East 3rd Avenue, Building C, Pompano Beach, Florida. These bids will then be publicly opened at the above time and date in the presence of City officials. Bid openings are open to the public. All bidders and/or their representatives are invited to be present. Bids may not be submitted by facsimile.

Once opened, the bids will be tabulated, evaluated, and presented to the appropriate City officials for contract award.

There are three (3) sections in this bid: Specifications/Special Conditions, General Conditions, and Proposal. Please read all sections thoroughly. Complete the bid in accordance with the instructions and return all numbered pages, initialed at the bottom of each page, when you submit your bid package. Failure to do so may result in the rejection of your bid.

If you need any additional information regarding this bid, please contact Leeta Hardin, General Services Director, at (954) 786-4098.

SECTION I - SPECIFICATIONS/SPECIAL CONDITIONS

A. Intent

In accordance with the General Services Procedures Manual, the material cited herein has been declared surplus to the needs of the City of Pompano Beach and is hereby offered for sale to the highest bidder.

All material is offered for sale "as is, where is". The purchaser, in submitting payment or other consideration for the purchase of surplus/scrap item(s) agrees to save the City harmless and to indemnify same from all expenses or liability arising through injury to persons or property as a result of said purchases.

B. Items Offered for Sale

Nortel Meridian telephone system, and associated parts/attachments.

Detailed inventory of telephone operating hardware that is installed in City Hall and Public Works is listed below. The purchaser must arrange to remove (uninstall) the equipment from the City's phone rooms in City Hall and Public Works.

The following telephone handsets are included with the system:

Model #3902 (1 button) Total = 169

Model #3903 (2 button) Total = 113

Model #3904 (6 button) Total = 81

The following miscellaneous items are included with the system:

other brand telephones Total = 99 (desktop and portable models)

miscellaneous phone attachments (displays, stands, etc.) Total = 3 boxes

Teltronics SEB II equipment Total = 2 boxes

The entire system was operational at the time it was taken out of service (approximately June, 2011.)

Telephone the Information Technologies Department, (954) 786-4530, to arrange an appointment if you wish to inspect the hardware that remains installed in City Hall and/or Public Works.

CITY HALL

	Part	Part Number	Description
Cabinet #1	PE Pwr Sup	NT6D40BA	Power Supply
	Univ Trk	NT8D14BB	Nortel Meridian Universal Trunk Card
	MIRAN	NTAG36AC	Nortel Meridian MIRAN Card
	Dgtl LC	NT8D02GA	Digital Line Card - 16 Ports
	Dgtl LC	NT8D02GA	Digital Line Card - 16 Ports
	Dgtl LC	NT8D02GA	Digital Line Card - 16 Ports
	Dgtl LC	NT8D02GA	Digital Line Card - 16 Ports
	Dgtl LC	NT8D02GA	Digital Line Card - 16 Ports
	Dgtl LC	NT8D02GA	Digital Line Card - 16 Ports
	Dgtl LC	NT8D02GA	Digital Line Card - 16 Ports
	Dgtl LC	NT8D02GA	Digital Line Card - 16 Ports
	Dgtl LC	NT8D02GA	Digital Line Card - 16 Ports
	Dgtl LC	NT8D02GA	Digital Line Card - 16 Ports
	Cont-4	NT8D01BC	Nortel Meridian Controller 4 Card - Allows the addition of a remote Option 11
	PC Card	NTRH14AA	Nortel Call Pilot Card
Cabinet #2	PE Pwr Sup	NT6D40BA	Power Supply
	Rng Gen	NT6D42CD	Nortel DC Ring Generator
	Dgtl LC	NT8D02GA	Digital Line Card - 16 Ports
	Dgtl LC	NT8D02GA	Digital Line Card - 16 Ports
	Dgtl LC	NT8D02GA	Digital Line Card - 16 Ports
	Anlg M/W LC	NT8D09AK	Analog Line Card - 16 Ports
	Anlg M/W LC	NT8D09AK	Analog Line Card - 16 Ports
	Anlg M/W LC	NT8D09AK	Analog Line Card - 16 Ports
	Anlg M/W LC	NT8D09AK	Analog Line Card - 16 Ports
	Cont-4	NT8D01BC	Nortel Meridian Controller 4 Card - Allows the addition of a remote Option 11
	MeridianMAX	A0669468	Nortel Meridian IPEE Application Module
DTR	NT8D16AB	Nortel Digitone Receiver Card	
Cabinet #3	CE Pwr Sup	NT6D41AD	Power Supply
	Conf/TDS	NT8D17FA	Nortel Meridian 30 Circuit Conference/TDS Card
	MSDL	NT6D80AB	Nortel Meridian MSDL Card
	Dual PRI	NT5D12AB	Nortel Meridian Dual T1 DTI/PRI Card
	Fnet	NT1P63CA	Nortel Meridian Electro-Optical Interface Packet
	CC	QPC471H	Nortel Meridian Clock Controller Card
	Periph Snlg	QPC43R	Nortel Meridian Peripheral Signaling Card
	Ser B	QPC441F	Nortel Meridian Three-Port Extender Card
	CNI	NTCD65AB	
	CP 68060E/128 MB - 64 Flash/64DRAM	NTSD03FB	
IODU/C	NTSD61AB		

Cabinet #4	CE Pwr Sup	NT6D41AD	Power Supply
	Conf/TDS	NT8D17FA	Nortel Meridian 30 Circuit Conference/TDS Card
	Dual PRI	NT5D12AB	Nortel Meridian Dual T1 DTI/PRI Card
	Net	NT8D04BA	Nortel Meridian Superloop Network Card
	CC	QPC471H	Nortel Meridian Clock Controller Card
	Periph Snlg	QPC43R	Nortel Meridian Peripheral Signaling Card
	Ser B	QPC441F	Nortel Meridian Three-Port Extender Card
	CNI	NTCD65AB	
	CP 68060E/128 MB - 64 Flash/64DRAM	NTSD03FB	
	IODU/C	NTSD61AB	

PUBLIC WORKS

	Part	Part Number	Description
Cabinet #5	AC/DC Pwr	NTDK78AA	Power Supply
	Fbr Revr	NTDK23AA	Nortel Meridian Fiber Receiver Card
	Dgtl LC	NT8D02GA	Digital Line Card - 16 Ports
	Dgtl LC	NT8D02GA	Digital Line Card - 16 Ports
	Dgtl LC	NT8D02GA	Digital Line Card - 16 Ports
	Dgtl LC	NT8D02GA	Digital Line Card - 16 Ports
	Dgtl LC	NT8D02GA	Digital Line Card - 16 Ports
	Anlg M/W LC	NT8D09BA	Analog Line Card - 16 Ports
	Anlg M/W LC	NT8D09BA	Analog Line Card - 16 Ports
Cabinet #6	AC/DC Pwr	NTDK78AA	Power Supply
	SSC	NTDK20DA	Nortel System Core Card
	TMDI 1.5M DTI/PRI	NTRB21AA	Nortel Meridian T1 / PRI Card
	TMDI 1.5M DTI/PRI	NTRB21AB	Nortel Meridian TDMI PRI Card
	Univ Trk	NT8D14BB	Nortel Meridian Universal Trunk Card
	Dgtl LC	NT8D02GA	Digital Line Card - 16 Ports
	Dgtl LC	NT8D02GA	Digital Line Card - 16 Ports
	Dgtl LC	NT8D02GA	Digital Line Card - 16 Ports
	PC Card	NTRH14AA	Nortel Call Pilot Card
	SDI/DCH	NTAK02BC	Nortel Meridian SDI/DCH Card

C. Insurance

The purchaser shall not commence operations (removal of loose and installed equipment) pursuant to the terms of this agreement until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Manager.

The following insurance coverage shall be required.

A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

B. Liability Insurance

- 1) Naming the City of Pompano Beach as an additional insured, on General Liability Insurance only, in connection with work being done under this contract.
- 2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

C. Real & Personal Property Insurance

The Contractor is responsible for any loss or damage to tools, equipment and supplies at the job site and is also responsible for any loss or damage to buildings being constructed until that building is completed and a certificate of occupancy is issued.

LIMITS OF LIABILITY

Type of Insurance		each occurrence	aggregate
GENERAL LIABILITY		MINIMUM \$1,000,000 OCCURRENCE/AGGREGATE	
XX comprehensive form			
XX premises - operations	bodily injury	\$200,000	\$300,000.
— explosion & collapse			
— hazard	property damage	\$200,000	\$300,000.
— underground hazard			
XX products/completed			
XX operations hazard	bodily injury and		
XX contractual insurance	property damage		
XX broad form property	combined	\$200,000	\$300,000.
XX damage			
XX independent contractors			
XX personal injury	personal injury	\$200,000	\$300,000.

AUTOMOBILE LIABILITY		MINIMUM \$1,000,000 OCCURRENCE/AGGREGATE	
	bodily injury		
	(each person)	\$200,000	\$300,000.
	bodily injury		
XX comprehensive form	(each accident)	\$200,000	\$300,000.
XX owned	property damage	\$200,000	\$300,000.
XX hired	bodily injury and		
XX non-owned	property damage		
	combined	\$200,000	\$300,000.

REAL & PERSONAL PROPERTY

XX comprehensive form	Organization must show proof they have this coverage.
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EXCESS LIABILITY

— umbrella form	bodily injury and
— other than umbrella	property damage
	combined

The certification or proof of insurance must contain a provision for notification to the City ten (10) days in advance of any material change in coverage or cancellation.

The successful bidder shall furnish to the City the certification or proof of insurance required by the provisions set forth above, within ten (10) days after notification of award of contract. Certificate(s) to be issued to City of Pompano Beach, Attention Risk Manager, 100 West Atlantic Boulevard, Pompano Beach, Florida, 33060.

D. Submission of Bids: How, When and Where

Submit your sealed bid to the Purchasing Office of the City of Pompano Beach, Purchasing, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida, 33060. Bids must be received no later than 2:00 p.m. (local), March 9, 2012. You must submit your bid using the City's forms.

Bids must be accompanied by a payment in the amount of 5% of your total bid, as bid security. Bid security to be in the form of a cashier's check or money order made payable to the "City of Pompano Beach". The City will accept a check issued by a government agency as bid security from that government agency. The Bid security of the Successful Bidder will be retained until such Bidder has paid in full for the telephone system. If the Successful Bidder fails to complete the sale as outlined herein, the City may annul the Notice of Award and the Bid security of that Bidder will be forfeited. Bid security from all unsuccessful bidders will be promptly refunded once the sale has been completed.

The bid envelope should be marked on the outside as follows:

1. Name of Bidder
2. Bid Number H-20-12, Sale of Surplus Nortel Meridian Phone System

E. Condition of Sale

The phone system is offered for sale on an "as is" basis and the City offers no guarantee or warranty, expressed or implied, as to the condition of the phone system. The City does not guarantee the condition of the phone system offered for sale, and encourages the purchaser to have the items(s) inspected by a qualified firm before use.

The City of Pompano Beach expressly disclaims all warranties, either express or implied, including the implied warranty of merchantability or fitness for a purpose.

The cost of removal of the phone system from the City's premises is to be borne by the successful bidder (purchaser.) All work shall be under the supervision and at the convenience of the City's authorized representative(s). Purchaser must remove the phone system from City property within the time frame stated in their bid.

F. Basis of Award

Award will be based on the highest bid, based on the grand total. The City reserves the right to waive technicalities and irregularities, and accept the bid deemed most advantageous, or to reject any or all bids.

G. Terms of Sale

The amount due from the successful bidder may be paid in full by cashier's check or money order made payable to the "City of Pompano Beach" within ten (10) calendar days following written notification of award. No personal or corporate checks will be accepted. The City will accept a check issued by a government agency as payment from that government agency. Notification of award will contain instructions as to submission of amount due.

Purchaser may not remove items until the City has approved the certificate(s) of insurance submitted by the purchaser.

If the successful bidder fails to make payment as specified above, or to supply the required proof of insurance coverage, or to remove item(s) within the time stated in their bid, the City reserves the right to dispose of the item(s) and the bidder will forfeit any monies paid to the City.

H. Addenda

The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this Bid solicitation the City will attempt to notify all known prospective Bidders, however, it shall be the responsibility of each Bidder, prior to submitting their bid, to contact the City Purchasing Office at (954) 786-4098 to determine if addenda were issued and to make such addenda a part of their Bid proposal. Addenda will be posted to the City's website.

I. Questions And Communication

All questions regarding the solicitation are to be submitted in writing to the Purchasing Office, 1190 N.E. 3rd Avenue, Building C (Front), Pompano Beach, Florida 33060, fax (954) 786-4168 or email purchasing@copbfl.com. All questions must include the inquiring firm's name, address, telephone number and solicitation name and number. Questions must be received at least seven (7) calendar days before the scheduled solicitation opening. Oral and other interpretations or clarifications will be without legal effect. Any addendum necessary to answer questions will be posted to the City's website, and it is the Proposer's responsibility to obtain all addenda before submitting a response to the solicitation.

SECTION II - GENERAL CONDITIONS

- 1. Submission and Receipt of Bids
 - 1.1. Bidders must use the form furnished by the City.
 - 1.2. Bids having any erasures or corrections must be initialed by the bidder in ink. Bid shall be typewritten or filled in with pen and ink. Manual signature must be in ink.
 - 1.3. It will be the sole responsibility of the bidder to have their bid delivered to the Purchasing office before the closing hour and date shown for receipt of bids.
 - 1.4. Bid envelopes are provided with the bid forms. Your bid should be returned in the envelope (with the correct postage affixed if the bid is mailed) and should show the following information:
 - 1.4.1. Your return mailing address in the upper left-hand corner.
 - 1.4.2. Bid Number - write or type the bid number that appears on the first page of the bid form on the line for it on the front of the envelope.
 - 1.4.3. Bid Items - write or type the title of the bid on line "Sealed bid for: _____".
 - 1.5. If not using the City-provided envelope to mail your bid, or if using a delivery service other than the U.S. Post Office, use the following address:

City of Pompano Beach
 Purchasing Division
 1190 N.E. 3rd Avenue, Building C
 Pompano Beach, FL 33060
 - 1.6. Late bids will not be considered and will be returned unopened.
 - 1.7. Bids transmitted by facsimile will not be accepted.
- 2. Completion of Bid Forms

Bidder is to fill in all of the blank spaces on the bid forms and return all numbered pages. Bidder should initial each page at the bottom to indicate he has read and understands the provisions contained on that page.
- 3. Signature Required

All bids must show the company name and be signed by a company officer or employee who has the authority to bind the company or firm by their signature. **UNSIGNED BIDS WILL BE REJECTED.** All manual signatures must be original - no rubber stamp, photocopy, etc.

- 4. Prices to be Firm

Bidder certifies that prices, terms and conditions in the bid will be firm for acceptance for a period of ninety (90) days from the date of bid opening unless otherwise stated by the City. Bids may not be withdrawn before the expiration of ninety (90) days. Prices shall be firm, with no escalator clauses unless specified by the City. Bids may be withdrawn after ninety (90) days only upon written notification to the City.
- 5. Extensions

If there is an error in extensions (mathematical calculations), unit prices will prevail.
- 6. Delivery
 - 6.1. All items are to be bid F.O.B. delivered with freight charges prepaid and included, to designated addresses as specified by the City on its purchase order(s) or in letter(s) of authorization.
 - 6.2. Bidder must state specific number of calendar days required for delivery of each item bid in appropriate space on the bid pages for consideration of award of this bid.
 - 6.3. Delivery time will be a factor for any orders placed as a result of this bid. The City reserves the right to cancel such order(s) or any part thereof, without obligation, if delivery is not made within the time(s) specified herein and hold the vendor in default. (See Section 10.)
- 7. Signed Bid Considered an Offer

This signed bid is considered an offer on the part of the bidder, which offer shall be considered accepted upon approval by the City Commission of the City of Pompano Beach (if required). The City of Pompano Beach will issue a purchase order or a letter of authorization to the successful bidder, as authorization for delivery of the items awarded subject to requirements of detailed specifications and those contained herein.

In the event of default on the part of the bidder after such acceptance, the City may take such action as it deems appropriate including legal action for damages or specific performance.
- 8. Quality

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality and highest grade workmanship unless otherwise specified in this bid by the City.

- 9. **Brand Names**
Whenever proprietary names are used, (whether or not followed by the words "or approved equal"), the item(s) will be subject to acceptance and/or approval by authorized City personnel, and said personnel will deem it their prerogative to select the item(s) which are lowest bid, item by item, meeting specifications from the information furnished by the bidder with the bid and/or sample inspection or testing of the item(s) called for herein.
- 10. **Default Provisions**
In the event of default by the bidder, the City reserves the right to procure the item(s) bid from other sources and will hold the bidder responsible for excess costs incurred as a result. A contractor who defaults on a City contract may be banned from doing business with the City for a period of 36 months from the date of default.
- 11. **Samples**
Samples, when requested, must be furnished at, or before, bid opening, (unless otherwise specified), and will be delivered at no charge to the City. If not used and/or destroyed in testing, said sample(s) will, at bidder's request, be returned within thirty (30) days of bid award at bidder's expense. If requested by the City, samples and/or inspection of like items are to be made available in the southeast Florida area.
- 12. **Acceptance of Materials**
The material delivered as a result of this bid shall remain the property of the seller until a physical inspection and actual usage of the item(s) is made and thereafter deemed acceptable to the satisfaction of the City, in compliance with the terms and specifications contained herein. In the event that the item(s) supplied to the City is/are found to be defective, or does/do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return the item(s) to the seller at the seller's expense.
- 13. **Manufacturers' Certifications**
The City reserves the right to obtain separate manufacturer certification of all statements made in the bid.
- 14. **Copyrights and Patent Rights**
Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing and/or selling the item(s) ordered or shipped as a result of this bid, and successful bidder agrees to hold the City harmless from any and all liability, loss or expense by any such violation.
- 15. **Laws and Regulations**
All applicable laws and regulations of the Federal government, the State of Florida, and ordinances of the City of Pompano Beach will apply to any resulting bid award.

- 16. **Taxes**
The City of Pompano Beach is exempt from any taxes imposed by the State and Federal government. Exemption certificates will be provided upon request. State sales tax exemption certificate #85-8012621672C-6 and Federal exemption tax #59-74-0083K apply and appear on each purchase order.
- 17. **Conflict of Instructions**
If a conflict exists between the General Conditions and instructions contained herein, and the Specific Conditions and instructions contained herein, the specifics shall govern.
- 18. **Exceptions to Specifications**
For purposes of evaluation, bidder must indicate any exception to the specifications, terms, and/or conditions, no matter how minor. This includes any agreement or contract forms supplied by the bidder that are required to be signed by the City. If exceptions are not stated by the bidder, in his bid, it will be understood that the item(s)/services fully comply with the specifications, terms and/or conditions stated by the City. Exceptions are to be listed by the bidder on an attachment included with his bid. The City will not determine exceptions based on a review of any attached sales or manufacturer's literature.
- 19. **Warranties**
The City of Pompano Beach will not accept any disclaimer of the warranties of merchantability and fitness for a particular purpose for the product(s) offered. Proposals will clearly state any additional warranties and guarantees against defective materials and workmanship. A copy of the complete manufacturer's warranty statement is to be submitted with the bid.
- 20. **Retention of Records and Right to Access Clause**
The successful bidder shall preserve and make available all financial records, supporting documents, statistical records, and any other documents pertinent to this contract for a period of five (5) years after termination of this contract; or if an audit has been initiated and audit findings have not been resolved at the end of these five (5) years, the records shall be retained until resolution of audit finding.
- 21. **Facilities**
The City reserves the right to inspect the bidder's facilities at any time, without prior notice.
- 22. **Anti-collusion Statement**
By submitting this bid, the bidder affirms that this bid is without previous understanding, agreement, or connection with any person, business, or corporation submitting a bid for the same materials, supplies, or equipment, and that this bid is in all respects fair, and without collusion or fraud.

- Additionally, bidder agrees to abide by all conditions of this bid and certifies that they are authorized to sign this bid for the bidder. In submitting a bid to the City of Pompano Beach, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Pompano Beach all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Pompano Beach. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the bidder.
23. Indemnification
- Contractor covenants and agrees that it will indemnify and hold harmless the City and all of the City's officers, agents, and employees from any claim, loss, damage, costs, charge or expense arising out of any act, action, neglect or omission by contractor during the performance of the contract, whether direct, or indirect, and whether to any person or property to which the City of said parties may be subject, except that neither the contractor nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of City or any of its officers, agents, or employees.
24. Reservation for Rejections and Award
- The City reserves the right to accept or reject any or all bids or parts of bids, to waive irregularities and technicalities, and to request re-bids. The City also reserves the right to award the contract on such items the City deems will best serve the interests of the City. The City further reserves the right to award the contract on a "split order" basis, or such combination as shall best serve the interests of the City unless otherwise specified.
25. Interpretations
- Any questions concerning the conditions and specifications contained in this bid should be submitted in writing and received by the Purchasing Division no later than five (5) working days prior to the bid opening. The City of Pompano Beach shall not be responsible for oral interpretations given by any City personnel or representative or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.
26. Failure to Respond
- If you elect not to bid, please return enclosed "Statement of No Response" form by the bid due date, and state your reason(s) for not bidding. Failure to respond, either by submitting a bid, or by submitting a "Statement of No Response" form, may result in your name being removed from our mailing list.
27. Bid Tabulations
- Bidders who wish to receive a copy of the bid tabulation should request it by enclosing a stamped, self-addressed envelope with their bid, or by requesting a tabulation be sent to their fax machine. Bid results will not be given out by telephone. The City does not notify unsuccessful bidders of contract awards.
28. Assignment
- Successful bidder may not assign or transfer this contract, in whole or part, without prior written approval of the City of Pompano Beach.
29. Termination for Convenience of City
- Upon seven (7) calendar days written notice delivered by certified mail, return receipt requested, to the successful bidder, the City may without cause and without prejudice to any other right or remedy, terminate the agreement for the City's convenience whenever the City determines that such termination is in the best interest of the City. Where the agreement is terminated for the convenience of the City the notice of termination to the successful bidder must state that the contract is being terminated for the convenience of the City under the termination clause and the extent of the termination. Upon receipt of such notice, the contractor shall promptly discontinue all work at the time and to the extent indicated on the notice of termination, terminate all outstanding sub-contractors and purchase orders to the extent that they relate to the terminated portion of the contract and refrain from placing further orders and subcontracts except as they may be necessary, and complete any continued portions of the work.
30. Public Entity Crimes
- In accordance with Florida State Statute 287.133 (2)(a): A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
31. Governing Procedures
- This bid is governed by the applicable sections of the City's General Services Procedures Manual. A copy of the manual is available for review at the City Purchasing office.
32. Identical Tie Bids
- In accordance with Section 287.087, State of Florida Statutes, preference shall be given to businesses with Drug-free Workplace Programs. Whenever two or

more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual service, a bid received from a business that certifies that it has implemented a Drug-free Workplace Program shall be given preference in the award process.

Established procedures for processing tie bids will be followed if none of the tied vendors have a Drug-free Workplace Program. In order to have a Drug-free Workplace Program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States of any State, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

33. Invoicing/Payment

All invoices should be sent to City of Pompano Beach, Accounts Payable, P.O. Drawer 1300, Pompano Beach, Florida, 33061. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of merchandise and a proper invoice. The City will attempt to pay within fewer days if bidder offers a payment discount. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. Bidders should state any payment discount in space provided on Proposal form.

34. Optional Contract Usage

As provided in Section 287.042(17), Florida Statutes, State of Florida agencies may purchase from a contract resulting from this solicitation, provided the Department of Management Services, Division of Purchasing, has certified its use to be cost effective and in the best interest of the State. Contractor(s) may sell such commodities or services certified by the Division to State of Florida agencies at the contractor's option.

35. Non Discrimination

There shall be no discrimination as to race, color, religion, gender, national origin, ancestry, and physical or mental disability in the operations conducted under this contract. Included as applicable activities by the contractor under this section are the solicitation for, or purchase of, goods or services, or the subcontracting of work in performance of this contract.

36. Notice To Contractor

The employment of unauthorized aliens by any contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

SECTION III - PROPOSAL

IMPORTANT!!!

**BID MUST BE SIGNED TO BE CONSIDERED FOR AWARD
PER GENERAL CONDITIONS SECTION 3**

By signing below, bidder agrees to submit full payment, to submit proof of required insurance coverage, and to remove the telephone system as specified herein. Bidder also certifies that he/she has read, understands and will faithfully comply with the conditions herein.

For the purchase of one Nortel telephone system as described herein:

\$ _____

State total time required to remove telephone system after submission of payment and proof of required insurance to the City: _____

Conflict of Interest: For purposes of determining any possible conflict of interest, all bidders must disclose if any City of Pompano Beach employee is also an owner, corporate officer, or employee of their business. Indicate either "Yes" (a City employee is also associated with your business), or "No". If yes, give person(s) name(s) and position(s) with your business. (Note: If answer is "Yes", you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313.)

No ___ Yes ___ Name & position _____

Drug-Free Workplace: Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual service, a bid received from a business that certifies that it has implemented a Drug-free Workplace Program shall be given preference in the award process. If bidder's company has a Drug-free Workplace Program as outlined in General Conditions, section 32., so certify below:

Yes, bidder has a drug-free workplace program ___ No _____

Name & address of company submitting bid:

.....
.....
..... zip

Federal Employer Identification #:

Bidder Name _____

Telephone number:

"Fax" number:

Acknowledgment of the following Addenda is noted:

Addendum Number(s) _____ Date(s) Issued _____

Manual signature of company officer:

IMPORTANT!!! -- SIGN IN BOX ABOVE ↑, TYPE OR PRINT NAME BELOW ↓

Signer's name (typed or printed):

Title of signer:

**H-20-12 - SALE OF SURPLUS NORTEL PHONE SYSTEM
STATEMENT OF NO RESPONSE**

If you do not intend to bid on this requirement, please complete and return this form by the bid opening deadline to the City of Pompano Beach Purchasing Division, Building C, 1190 N.E. 3rd Avenue, Pompano Beach, Florida 33060; this form may be faxed to (954) 786-4168. Failure to respond, either by submitting a bid, or by submitting a "Statement of No Response" form, may result in your firm's name being removed from our mailing list.

WE, the undersigned, have declined to bid on this solicitation for the following reason(s):

- _____ We do not offer this product or an equivalent
- _____ Our workload would not permit us to perform
- _____ Insufficient time to respond to the Invitation for Bid
- _____ Unable to meet specifications (explain below)
- _____ Other (specify below)

Remarks _____

COMPANY NAME _____

ADDRESS _____

TELEPHONE _____

SIGNATURE/TITLE _____

DATE _____